

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA

CHAPTER 13 PLAN - AMENDED  
AND RELATED MOTIONS

Name of Debtor(s): **Ronald Earl Bess  
Lynda McDowell Bess**

Case No: **11-73328-FJS**

This plan, dated **November 8, 2011**, is:

- ☐ the *first* Chapter 13 plan filed in this case.  
☒ a modified Plan, which replaces the  
☐ confirmed or ☒ unconfirmed Plan dated **July 27, 2011**.

Date and Time of Modified Plan Confirming Hearing:

**Tuesday, December 20, 2011 at 10:30 am**

Place of Modified Plan Confirmation Hearing:

**Judge Santoro's Courtroom, 600 Granby Street, 4th Floor, Courtroom Two, Norfolk, Virginia**

The Plan provisions modified by this filing are:

**Paragraph 1**

**Paragraph 4(A)**

Creditors affected by this modification are:

**All Creditors**

**NOTICE: YOUR RIGHTS WILL BE AFFECTED. You should read these papers carefully. If you oppose any provision of this Plan, or if you oppose any included motions to (i) value collateral, (ii) avoid liens, or (iii) assume or reject unexpired leases or executory contracts, you MUST file a timely written objection.**

**This Plan may be confirmed and become binding, and the included motions in paragraphs 3, 6, and 7 to value collateral, avoid liens, and assume or reject unexpired leases or executory contracts may be granted, without further notice or hearing unless a written objection is filed not later than seven (7) days prior to the date set for the confirmation hearing and the objecting party appears at the confirmation hearing. Objection due date: 7 days prior to confirmation hearing.. Confirmation hearing is set for Tuesday, December 20, 2011 at 10:30 am in Judge Santoro's Courtroom, 600 Granby Street, 4th Floor, Courtroom Two, Norfolk, Virginia.**

The debtor(s)' schedules list assets and liabilities as follows:

Total Assets: **\$300,418.00**

Total Non-Priority Unsecured Debt: **\$112,928.00**

Total Priority Debt: **\$17,250.00**

Total Secured Debt: **\$270,013.00**

1. **Funding of Plan.** The debtor(s) propose to pay the trustee the sum of **\$725.00 Monthly for 6 months, then \$920.00 Monthly for 28 months, then \$1,466.00 Monthly for 26 months.** Other payments to the Trustee are as follows: **NONE**. The total amount to be paid into the plan is \$ **68,226.00**.

2. **Priority Creditors.** The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.

**A. Administrative Claims under 11 U.S.C. § 1326.**

1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10%, of all sums disbursed except for funds returned to the debtor(s).
2. Debtor(s)' attorney will be paid \$ **1,625.00** balance due of the total fee of \$ **3,000.00** concurrently with or prior to the payments to remaining creditors.

**B. Claims under 11 U.S.C. § 507.**

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid prior to other priority creditors but concurrently with administrative claims above:

<u>Creditor</u>	<u>Type of Priority</u>	<u>Estimated Claim</u>	<u>Payment and Term</u>
City of Virginia Beach	Taxes and certain other debts	1,200.00	Prorata 19 months
Department of Taxation	Taxes and certain other debts	1,050.00	Prorata 19 months
Internal Revenue Service	Taxes and certain other debts	15,000.00	Prorata 19 months

3. **Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.**

**A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.**

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. **Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 3(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 4 of the Plan.**

The following secured claims are to be "crammed down" to the following values:

<u>Creditor</u>	<u>Collateral</u>	<u>Purchase Date</u>	<u>Est Debt Bal.</u>	<u>Replacement Value</u>
Grand Furniture	Miscellaneous household goods, furnishings and other items located at debtor's residence. Value listed is based on debtor's estimate of replacement value of the property.	2010	613.00	2,189.00

**B. Real or Personal Property to be Surrendered.**

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay as to the interest of the debtor(s) and the estate in the collateral.

<u>Creditor</u>	<u>Collateral Description</u>	<u>Estimated Value</u>	<u>Estimated Total Claim</u>
NAE Federal Credit Union	2005 Ford Expedition Condition: Fair	27,000.00	13,000.00

**C. Adequate Protection Payments.**

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 3(D) and/or 6(B) of the Plan, as follows:

<u>Creditor</u>	<u>Collateral Description</u>	<u>Adeq. Protection Monthly Payment</u>	<u>To Be Paid By</u>
-NONE-			

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 6(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

**D. Payment of Secured Claims on Property Being Retained (except only those loans provided for in section 5 of the Plan):**

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, **whichever is less**, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. **Upon confirmation of the Plan, the valuation and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.**

<u>Creditor</u>	<u>Collateral</u>	<u>Approx. Bal. of Debt or "Crammed Down" Value</u>	<u>Interest Rate</u>	<u>Monthly Paymt &amp; Est. Term**</u>
Capital Auto Sales Inc	2000 Dodge Grand Caravan Condition: Fair Mileage: 128,000	2,000.00	5.25%	37.97 60 months
Grand Furniture	Miscellaneous household goods, furnishings and other items located at debtor's residence. Value listed is based on debtor's estimate of replacement value of the property.	613.00	5.25%	11.64 60 months

**E. Other Debts.**

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' primary residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 5 of the Plan.

**4. Unsecured Claims.**

- A. Not separately classified.** Allowed non-priority unsecured claims shall be paid pro rata from any distribution remaining after disbursement to allowed secured and priority claims. Estimated distribution is approximately 21 %. The dividend percentage may vary depending on actual claims filed. If this case were liquidated under Chapter 7, the debtor(s) estimate that unsecured creditors would receive a dividend of approximately 0 %.

**B. Separately classified unsecured claims.**

<u>Creditor</u>	<u>Basis for Classification</u>	<u>Treatment</u>
<b>-NONE-</b>		

**5. Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Primary Residence; Other Long Term Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).**

**A. Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee.** The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Arrearage Interest Rate</u>	<u>Estimated Cure Period</u>	<u>Monthly Arrearage Payment</u>
Litton Loan Service L.P.	Principal place of residence located at: 1441 Chesterbrook Drive Virginia Beach, VA 23456	1,901.00	15,000.00	0%	22 months	Prorata
	Market value listed is the city assessed value. Online CMA indicated a price below this amount.					
Santander Consumer USA	2007 Nissan Armada Condition: Fair	546.00	0.00	0%	0 months	

**B. Trustee to make contract payments and cure arrears, if any.** The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Interest Rate</u>	<u>Term for Arrearage</u>	<u>Monthly Arrearage Payment</u>
<b>-NONE-</b>						

**C. Restructured Mortgage Loans to be paid fully during term of Plan.** Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Interest Rate</u>	<u>Estimated Claim</u>	<u>Monthly Paymt&amp; Est. Term**</u>
<b>-NONE-</b>				

**6. Unexpired Leases and Executory Contracts.** The debtor(s) move for assumption or rejection of the executory contracts and leases listed below.

**A. Executory contracts and unexpired leases to be rejected.** The debtor(s) reject the following executory contracts.

<u>Creditor</u>	<u>Type of Contract</u>
<b>-NONE-</b>	

- B. Executory contracts and unexpired leases to be assumed.** The debtor(s) assume the following executory contracts. The debtor agrees to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

<u>Creditor</u>	<u>Type of Contract</u>	<u>Arrearage</u>	<u>Monthly Payment for Arrears</u>	<u>Estimated Cure Period</u>
<b>-NONE-</b>				

**7. Liens Which Debtor(s) Seek to Avoid.**

- A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f).** The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. **Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien.** If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

<u>Creditor</u>	<u>Collateral</u>	<u>Exemption Amount</u>	<u>Value of Collateral</u>
<b>-NONE-</b>			

- B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f).** The debtor(s) have filed or will file and serve separate pleadings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

<u>Creditor</u>	<u>Type of Lien</u>	<u>Description of Collateral</u>	<u>Basis for Avoidance</u>
<b>-NONE-</b>			

**8. Treatment and Payment of Claims.**

- All creditors must timely file a proof of claim to receive payment from the Trustee.
- If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
- If a claim is listed in the plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
- The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.

- 9. Vesting of Property of the Estate.** Property of the estate shall revert in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.

- 10. Incurrence of indebtedness.** The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, either unsecured or secured against personal property, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.

- 11. Other provisions of this plan:**

**Signatures:**

**Dated:** November 8, 2011

/s/ Ronald Earl Bess

Ronald Earl Bess

Debtor

/s/ John G. Merna

John G. Merna 33812

Debtor's Attorney

/s/ Lynda McDowell Bess

Lynda McDowell Bess

Joint Debtor

**Exhibits: Copy of Debtor(s)' Budget (Schedules I and J);  
Matrix of Parties Served with Plan**

Certificate of Service

I certify that on November 8, 2011, I mailed a copy of the foregoing to the creditors and parties in interest on the attached Service List.

/s/ John G. Merna

John G. Merna 33812

Signature

3419 Virginia Beach Blvd., #236

Virginia Beach, VA 23452

Address

(757)340-4895

Telephone No.

Ver. 09/17/09 [effective 12/01/09]

B6I (Official Form 6I) (12/07)

In re **Ronald Earl Bess**  
**Lynda McDowell Bess**

Case No. **11-73328-FJS**

Debtor(s)

### SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status:  <b>Married</b>	DEPENDENTS OF DEBTOR AND SPOUSE	
	RELATIONSHIP(S): <b>None.</b>	AGE(S):

  

DEBTOR	SPOUSE
Employment: <b>Repair Tech</b>	<b>Purchasing Agent</b>
Occupation: <b>Repair Tech</b>	<b>Purchasing Agent</b>
Name of Employer: <b>Cox Communications</b>	<b>Department of Veterans Affairs</b>
How long employed: <b>8 years</b>	<b>2 years</b>
Address of Employer: <b>1341 Crossways Blvd Chesapeake, VA 23320</b>	<b>Hampton, VA</b>

  

INCOME: (Estimate of average or projected monthly income at time case filed)	DEBTOR	SPOUSE
1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)	\$ <b>3,470.00</b>	\$ <b>4,166.00</b>
2. Estimate monthly overtime	\$ <b>0.00</b>	\$ <b>0.00</b>
<b>3. SUBTOTAL</b>	\$ <b>3,470.00</b>	\$ <b>4,166.00</b>
<b>4. LESS PAYROLL DEDUCTIONS</b>		
a. Payroll taxes and social security	\$ <b>558.00</b>	\$ <b>754.00</b>
b. Insurance	\$ <b>325.00</b>	\$ <b>244.00</b>
c. Union dues	\$ <b>0.00</b>	\$ <b>0.00</b>
d. Other (Specify) <b>See Detailed Income Attachment</b>	\$ <b>542.00</b>	\$ <b>52.00</b>
<b>5. SUBTOTAL OF PAYROLL DEDUCTIONS</b>	\$ <b>1,425.00</b>	\$ <b>1,050.00</b>
<b>6. TOTAL NET MONTHLY TAKE HOME PAY</b>	\$ <b>2,045.00</b>	\$ <b>3,116.00</b>
7. Regular income from operation of business or profession or farm (Attach detailed statement)	\$ <b>0.00</b>	\$ <b>0.00</b>
8. Income from real property	\$ <b>0.00</b>	\$ <b>0.00</b>
9. Interest and dividends	\$ <b>0.00</b>	\$ <b>0.00</b>
10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above	\$ <b>0.00</b>	\$ <b>0.00</b>
11. Social security or government assistance (Specify):	\$ <b>0.00</b>	\$ <b>0.00</b>
	\$ <b>0.00</b>	\$ <b>0.00</b>
12. Pension or retirement income	\$ <b>1,288.00</b>	\$ <b>1,252.00</b>
13. Other monthly income (Specify):	\$ <b>0.00</b>	\$ <b>0.00</b>
	\$ <b>0.00</b>	\$ <b>0.00</b>
<b>14. SUBTOTAL OF LINES 7 THROUGH 13</b>	\$ <b>1,288.00</b>	\$ <b>1,252.00</b>
<b>15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)</b>	\$ <b>3,333.00</b>	\$ <b>4,368.00</b>
<b>16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)</b>	\$ <b>7,701.00</b>	

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

B6I (Official Form 6I) (12/07)

In re **Ronald Earl Bess**  
**Lynda McDowell Bess**

Debtor(s)

Case No. **11-73328-FJS**

**SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)**  
**Detailed Income Attachment**

**Other Payroll Deductions:**

<b>401(k) loan</b>	<b>\$ 195.00</b>	<b>\$ 0.00</b>
<b>401(k) contribution</b>	<b>\$ 347.00</b>	<b>\$ 0.00</b>
<b>TSP Contribution</b>	<b>\$ 0.00</b>	<b>\$ 30.00</b>
<b>FERS Retirement</b>	<b>\$ 0.00</b>	<b>\$ 22.00</b>
<b>Total Other Payroll Deductions</b>	<b>\$ 542.00</b>	<b>\$ 52.00</b>

B6J (Official Form 6J) (12/07)

In re **Ronald Earl Bess**  
**Lynda McDowell Bess**

Case No. **11-73328-FJS**

Debtor(s)

## SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

1. Rent or home mortgage payment (include lot rented for mobile home)		\$	<b>1,891.00</b>
a. Are real estate taxes included?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
b. Is property insurance included?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
2. Utilities:		\$	<b>450.00</b>
a. Electricity and heating fuel		\$	<b>170.00</b>
b. Water and sewer		\$	<b>40.00</b>
c. Telephone		\$	<b>231.00</b>
d. Other <b>See Detailed Expense Attachment</b>		\$	<b>150.00</b>
3. Home maintenance (repairs and upkeep)		\$	<b>600.00</b>
4. Food		\$	<b>250.00</b>
5. Clothing		\$	<b>135.00</b>
6. Laundry and dry cleaning		\$	<b>100.00</b>
7. Medical and dental expenses		\$	<b>750.00</b>
8. Transportation (not including car payments)		\$	<b>125.00</b>
9. Recreation, clubs and entertainment, newspapers, magazines, etc.		\$	<b>520.00</b>
10. Charitable contributions		\$	
11. Insurance (not deducted from wages or included in home mortgage payments)		\$	<b>166.00</b>
a. Homeowner's or renter's		\$	<b>0.00</b>
b. Life		\$	<b>0.00</b>
c. Health		\$	<b>170.00</b>
d. Auto		\$	<b>168.00</b>
e. Other <b>Real property taxes</b>		\$	
12. Taxes (not deducted from wages or included in home mortgage payments)		\$	<b>0.00</b>
(Specify)		\$	
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)		\$	<b>549.00</b>
a. Auto		\$	<b>0.00</b>
b. Other		\$	<b>0.00</b>
c. Other		\$	<b>0.00</b>
14. Alimony, maintenance, and support paid to others		\$	<b>0.00</b>
15. Payments for support of additional dependents not living at your home		\$	<b>0.00</b>
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)		\$	<b>0.00</b>
17. Other <b>See Detailed Expense Attachment</b>		\$	<b>511.00</b>
18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)		\$	<b>6,976.00</b>
19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document:			

### 20. STATEMENT OF MONTHLY NET INCOME

a. Average monthly income from Line 15 of Schedule I	\$	<b>7,701.00</b>
b. Average monthly expenses from Line 18 above	\$	<b>6,976.00</b>
c. Monthly net income (a. minus b.)	\$	<b>725.00</b>

B6J (Official Form 6J) (12/07)

In re **Ronald Earl Bess**  
**Lynda McDowell Bess**

Case No. **11-73328-FJS**

Debtor(s)

**SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)**  
**Detailed Expense Attachment**

**Other Utility Expenditures:**

<b>Cable</b>	\$	<b>60.00</b>
<b>Cellphones</b>	\$	<b>116.00</b>
<b>Lawn care</b>	\$	<b>55.00</b>
<b>Total Other Utility Expenditures</b>	\$	<b>231.00</b>

**Other Expenditures:**

<b>Contingencies</b>	\$	<b>385.00</b>
<b>Personal grooming</b>	\$	<b>100.00</b>
<b>Personal property taxes</b>	\$	<b>26.00</b>
<b>Total Other Expenditures</b>	\$	<b>511.00</b>

Attn: FA-T/R-CA  
P.O. Box 660056  
Dallas, TX 75266

Capital One Auto Finance  
3908 Dallas Fwy  
Credit Disputes  
Plano, TX 75093

Department of Taxation  
PO Box 1880  
Richmond, VA 23218

Allied Cash Advance  
5802 E. Virginia Beach Blvd  
Norfolk, VA 23502

Capital One Bank USA NA  
POB 30281  
Salt Lake City, UT 84130

Dr. Kevin Finnerty  
c/o Firstpoint Coll Resources  
PO Box 26140  
Greensboro, NC 27402

Applied Bank  
4700 Exchange Cour  
Boca Raton, FL 33431

Cash 2 Go of VA  
6644 Indian River Road  
Virginia Beach, VA 23464

First Bank of Delaware  
c/o Midland Funding LLC  
PO Box 60578  
Los Angeles, CA 90060

Aspire Visa  
P.O. Box 105555  
Atlanta, GA 30348-5555

Certegy  
PO Box 30046  
Tampa, FL 33630

First Premier  
3820 N Louise Ave  
Sioux Falls, SD 57107

Barclays Bank Delaware  
125 S West Street  
Wilmington, DE 19801

Chase Card Services  
P.O. Box 15298  
Wilmington, DE 19850

GEMB/JCPenney  
PO Box 981402  
El Paso, TX 79998

Bass & Associates  
3936 E. Ft. Lowell, Suite 200  
Tucson, AZ 85712

Check N Go  
4221 Pleasant Valley Road  
Storec 104  
Virginia Beach, VA 23464

Grand Furniture  
836 E Little Creek Rd  
Norfolk, VA 23518

Bonney Allenbeg & O'Reilly PC  
f/k/a Bonney & Allenberg PC  
4854 Haygood Road, Suite 200  
Virginia Beach, VA 23455

Citi Bank  
P.O. Box 6531  
The Lakes, NV 88901

Household Credit Services  
PO Box 98706  
Las Vegas, NV 89193

Buonassissi, Henning & Lash  
1861 Wiehle Avenue  
Suite 300  
Reston, VA 20190

City of Virginia Beach  
Attn: Bankruptcy Records  
2401 Courthouse Dr.  
Virginia Beach, VA 23456

HSBC Bank  
P.O. Box 5253  
Carol Stream, IL 60197

CachLLC  
370 17th Street  
Suite 5000  
Denver, CO 80202

City of Virginia Beach  
2405 Courthouse Drive  
Building 1  
Virginia Beach, VA 23456

Internal Revenue Service  
P.O. Box 7346  
Philadelphia, PA 19101

Capital Auto Sales Inc  
1217 A South Military Hwy  
Chesapeake, VA 23320

Collect America LTD  
370 17th Street Suite 5000  
Denver, CO 80202

Jefferson Capital Systems, LLC  
16 McLeland Road  
Saint Cloud, MN 56303

Juniper Bank  
P.O. Box 13337  
Philadelphia, PA 19101-3337

NAE Federal Credit Union  
P.O. Box 13387  
3701 Indian River Road  
Chesapeake, VA 23325

Service of Portsmouth  
3725 Kings Street  
Portsmouth, VA 23707

Laboratory Corporation of Amer  
P.O. Box 2240  
Burlington, NC 27216

National Recovery 1, LLC  
PO Box 692  
Topeka, KS 66607

Simm Associates, Inc  
P.O. Box 7526  
Newark, DE 19714

LCA Collections  
PO Box 2240  
Burlington, NC 27216

Navy Federal Credit Union  
3701 Indian River Road  
Chesapeake, VA 23325

Specialized, Inc. of Virginia  
722 East Market Street  
Suite 200  
Leesburg, VA 20176

LCA Laboratory Corp  
c/o American Medical Coll  
2269 Saw Mill Rive  
Elmsford, NY 10523

NCO Financial  
P.O. Box 510950  
New Berlin, WI 53151

Speedy Cash  
524 Independence Blvd  
Virginia Beach, VA 23462

LHR INC  
56 Main St  
Hamburg, NY 14075

NCO Financial Systems Inc  
P.O. Box 8148  
Philadelphia, PA 19101

Sprint  
c/o Harvard Collection Svcs  
4839 N Elston Ave  
Chicago, IL 60630

Litton Loan Service L.P.  
4828 Loop Central Drive  
Houston, TX 77081

Ophthalmic Cnslts Tidewater  
c/o I.C. Systems Inc  
444 Highway 96 E  
Saint Paul, MN 55127

Sterling Church St Furniture  
1305 Baker Road  
Virginia Beach, VA 23455

Mark & Morgan Jeweler  
Chesterfield Town Center  
11500 Midlothian Tpke Spc 258  
Richmond, VA 23235

Portfolio Recovery Assoc  
Riverside Commerce Center  
120 Corporate Blvd Ste 100  
Norfolk, VA 23502

Sterling Church Street Furnitu  
1305 Baker Road  
Virginia Beach, VA 23455

Mayview Medical  
c/o ACE  
5151 N Harlem Ave, Suite 201  
Chicago, IL 60656

Providian  
P.O. Box 660548  
Dallas, TX 75266-9575

The Group for Women  
c/o Credit Adjustment Board  
306 E Grace St.  
Richmond, VA 23219

Midland Credit Management  
5775 Roscoe Court  
San Diego, CA 92123

Santander Consumer USA  
P.O. Box 25120  
Lehigh Valley, PA 18002

Tribute Mastercard  
P.O. Box 790215  
Saint Louis, MO 63179

MRI CT Diagnostics Chesapeake  
4668 Pembroke Blvd, Ste 117  
Virginia Beach, VA 23455

Sears  
c/o Trident Asset Management  
PO Box 888424  
Alpharetta, GA 30022

Washmtl/Providian  
PO Box 660509  
Dallas, TX 75266



United States Bankruptcy Court  
Eastern District of Virginia

In re **Ronald Earl Bess**  
**Lynda McDowell Bess**

Debtor(s)

Case No. **11-73328-FJS**  
Chapter **13**

**SPECIAL NOTICE TO SECURED CREDITOR**

To: **Buonassissi, Henning & Lash**  
**1861 Wiehle Avenue**  
**Suite 300**  
**Reston, VA 20190**  
*Name of creditor*

*Description of collateral*

1. The attached chapter 13 plan filed by the debtor(s) proposes (*check one*):

- ☒ To value your collateral. ***See Section 3 of the plan.*** Your lien will be limited to the value of the collateral, and any amount you are owed above the value of the collateral will be treated as an unsecured claim.
- ☐ To cancel or reduce a judgment lien or a non-purchase money, non-possessory security interest you hold. ***See Section 7 of the plan.*** All or a portion of the amount you are owed will be treated as an unsecured claim.

2. ***You should read the attached plan carefully for the details of how your claim is treated.*** The plan may be confirmed, and the proposed relief granted, unless you file and serve a written objection by the date specified and appear at the confirmation hearing. A copy of the objection must be served on the debtor(s), their attorney, and the chapter 13 trustee.

Date objection due: **7 days prior to confirmation hearing.**  
Date and time of confirmation hearing: **Tuesday, December 20, 2011 at 10:30 am**  
Place of confirmation hearing: **Judge Santoro's Courtroom, 600 Granby Street, 4th Floor, Courtroom Two, Norfolk, Virginia**

**Ronald Earl Bess**  
**Lynda McDowell Bess**  
*Name(s) of debtor(s)*

By: **/s/ John G. Merna**  
**John G. Merna 33812**  
*Signature*

☒ Debtor(s)' Attorney  
☐ Pro se debtor

**John G. Merna 33812**  
*Name of attorney for debtor(s)*  
**3419 Virginia Beach Blvd., #236**  
**Virginia Beach, VA 23452**  
*Address of attorney [or pro se debtor]*

Tel. # **(757)340-4895**  
Fax # **(757)340-4894**

CERTIFICATE OF SERVICE

I hereby certify that true copies of the foregoing Notice and attached Chapter 13 Plan and Related Motions were served upon the creditor noted above by

☒ first class mail in conformity with the requirements of Rule 7004(b), Fed.R.Bankr.P; or

☐ certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

on this November 8, 2011.

/s/ John G. Merna

**John G. Merna 33812**

*Signature of attorney for debtor(s)*

United States Bankruptcy Court  
Eastern District of Virginia

In re **Ronald Earl Bess**  
**Lynda McDowell Bess**

Debtor(s)

Case No. **11-73328-FJS**  
Chapter **13**

**SPECIAL NOTICE TO SECURED CREDITOR**

To: **Capital Auto Sales Inc**  
**1217 A South Military Hwy**  
**Chesapeake, VA 23320**  
*Name of creditor*

**2000 Dodge Grand Caravan**  
**Condition: Fair**  
**Mileage: 128,000**  
*Description of collateral*

1. The attached chapter 13 plan filed by the debtor(s) proposes (*check one*):
- ☒ To value your collateral. ***See Section 3 of the plan.*** Your lien will be limited to the value of the collateral, and any amount you are owed above the value of the collateral will be treated as an unsecured claim.
- ☐ To cancel or reduce a judgment lien or a non-purchase money, non-possessory security interest you hold. ***See Section 7 of the plan.*** All or a portion of the amount you are owed will be treated as an unsecured claim.
2. ***You should read the attached plan carefully for the details of how your claim is treated.*** The plan may be confirmed, and the proposed relief granted, unless you file and serve a written objection by the date specified and appear at the confirmation hearing. A copy of the objection must be served on the debtor(s), their attorney, and the chapter 13 trustee.

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Place of confirmation hearing: **Judge Santoro's Courtroom, 600 Granby Street, 4th Floor, Courtroom Two, Norfolk, Virginia**

**Ronald Earl Bess**  
**Lynda McDowell Bess**  
*Name(s) of debtor(s)*

By: **/s/ John G. Merna**  
**John G. Merna 33812**  
*Signature*

☒ Debtor(s)' Attorney  
☐ Pro se debtor

**John G. Merna 33812**  
*Name of attorney for debtor(s)*  
**3419 Virginia Beach Blvd., #236**  
**Virginia Beach, VA 23452**  
*Address of attorney [or pro se debtor]*

Tel. # **(757)340-4895**  
Fax # **(757)340-4894**

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on this November 8, 2011.

/s/ John G. Merna

**John G. Merna 33812**

*Signature of attorney for debtor(s)*

United States Bankruptcy Court  
Eastern District of Virginia

In re **Ronald Earl Bess**  
**Lynda McDowell Bess**

Debtor(s)

Case No. **11-73328-FJS**  
Chapter **13**

**SPECIAL NOTICE TO SECURED CREDITOR**

To: **Grand Furniture**  
**836 E Little Creek Rd**  
**Norfolk, VA 23518**

*Name of creditor*

**Miscellaneous household goods, furnishings and other items located at debtor's residence.**  
**Value listed is based on debtor's estimate of replacement value of the property.**

*Description of collateral*

1. The attached chapter 13 plan filed by the debtor(s) proposes (*check one*):

- ☒ To value your collateral. *See Section 3 of the plan.* Your lien will be limited to the value of the collateral, and any amount you are owed above the value of the collateral will be treated as an unsecured claim.
- ☐ To cancel or reduce a judgment lien or a non-purchase money, non-possessory security interest you hold. *See Section 7 of the plan.* All or a portion of the amount you are owed will be treated as an unsecured claim.

2. ***You should read the attached plan carefully for the details of how your claim is treated.*** The plan may be confirmed, and the proposed relief granted, unless you file and serve a written objection by the date specified and appear at the confirmation hearing. A copy of the objection must be served on the debtor(s), their attorney, and the chapter 13 trustee.

Date objection due:

**7 days prior to confirmation hearing.**

Date and time of confirmation hearing:

**Tuesday, December 20, 2011 at 10:30 am**

Place of confirmation hearing:

**Judge Santoro's Courtroom, 600 Granby Street, 4th  
Floor, Courtroom Two, Norfolk, Virginia**

**Ronald Earl Bess**  
**Lynda McDowell Bess**

*Name(s) of debtor(s)*

By: **/s/ John G. Merna**

**John G. Merna 33812**

*Signature*

- ☒ Debtor(s)' Attorney  
☐ Pro se debtor

**John G. Merna 33812**

*Name of attorney for debtor(s)*

**3419 Virginia Beach Blvd., #236**  
**Virginia Beach, VA 23452**

*Address of attorney [or pro se debtor]*

Tel. # **(757)340-4895**

Fax # **(757)340-4894**

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on this November 8, 2011.

/s/ John G. Merna

**John G. Merna 33812**

*Signature of attorney for debtor(s)*

**United States Bankruptcy Court  
Eastern District of Virginia**

In re	<b>Ronald Earl Bess</b>	Debtor(s)	Case No.	<b>11-73328-FJS</b>
	<b>Lynda McDowell Bess</b>		Chapter	<b>13</b>

**SPECIAL NOTICE TO SECURED CREDITOR**

To: **Litton Loan Service L.P.**  
**4828 Loop Central Drive**  
**Houston, TX 77081**  

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*Name of creditor*

**Principal place of residence located at:**  
**1441 Chesterbrook Drive**  
**Virginia Beach, VA 23456**

**Market value listed is the city assessed value. Online CMA indicated a price below this amount.**

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*Description of collateral*

1. The attached chapter 13 plan filed by the debtor(s) proposes (*check one*):
- ☒ To value your collateral. ***See Section 3 of the plan.*** Your lien will be limited to the value of the collateral, and any amount you are owed above the value of the collateral will be treated as an unsecured claim.
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Ronald Earl Bess  
Lynda McDowell Bess  
*Name(s) of debtor(s)*

By: /s/ John G. Merna  
John G. Merna 33812  
*Signature*

☒ Debtor(s)' Attorney  
☐ Pro se debtor

John G. Merna 33812  
*Name of attorney for debtor(s)*  
3419 Virginia Beach Blvd., #236  
Virginia Beach, VA 23452  
*Address of attorney [or pro se debtor]*

Tel. # (757)340-4895  
Fax # (757)340-4894

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on this November 8, 2011.

/s/ John G. Merna  
John G. Merna 33812  
*Signature of attorney for debtor(s)*

United States Bankruptcy Court  
Eastern District of Virginia

In re **Ronald Earl Bess**  
**Lynda McDowell Bess**

Debtor(s)

Case No. **11-73328-FJS**  
Chapter **13**

**SPECIAL NOTICE TO SECURED CREDITOR**

To: **NAE Federal Credit Union**  
**P.O. Box 13387**  
**3701 Indian River Road**  
**Chesapeake, VA 23325**

*Name of creditor*

**2005 Ford Expedition**  
**Condition: Fair**

*Description of collateral*

1. The attached chapter 13 plan filed by the debtor(s) proposes (*check one*):

- ☒ To value your collateral. ***See Section 3 of the plan.*** Your lien will be limited to the value of the collateral, and any amount you are owed above the value of the collateral will be treated as an unsecured claim.
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**Ronald Earl Bess**  
**Lynda McDowell Bess**  
*Name(s) of debtor(s)*

By: **/s/ John G. Merna**  
**John G. Merna 33812**  
*Signature*

☒ Debtor(s)' Attorney  
☐ Pro se debtor

**John G. Merna 33812**  
*Name of attorney for debtor(s)*  
**3419 Virginia Beach Blvd., #236**  
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*Address of attorney [or pro se debtor]*

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on this November 8, 2011.

/s/ John G. Merna

**John G. Merna 33812**

*Signature of attorney for debtor(s)*

United States Bankruptcy Court  
Eastern District of Virginia

In re **Ronald Earl Bess**  
**Lynda McDowell Bess**

Debtor(s)

Case No. **11-73328-FJS**  
Chapter **13**

**SPECIAL NOTICE TO SECURED CREDITOR**

To: **Santander Consumer USA**  
**P.O. Box 25120**  
**Lehigh Valley, PA 18002**  
*Name of creditor*

**2007 Nissan Armada**  
**Condition: Fair**  
*Description of collateral*

1. The attached chapter 13 plan filed by the debtor(s) proposes (*check one*):

- ☒ To value your collateral. *See Section 3 of the plan.* Your lien will be limited to the value of the collateral, and any amount you are owed above the value of the collateral will be treated as an unsecured claim.
- ☐ To cancel or reduce a judgment lien or a non-purchase money, non-possessory security interest you hold. *See Section 7 of the plan.* All or a portion of the amount you are owed will be treated as an unsecured claim.

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Floor, Courtroom Two, Norfolk, Virginia**

**Ronald Earl Bess**  
**Lynda McDowell Bess**  
*Name(s) of debtor(s)*

By: **/s/ John G. Merna**  
**John G. Merna 33812**  
*Signature*

☒ Debtor(s)' Attorney  
☐ Pro se debtor

**John G. Merna 33812**  
*Name of attorney for debtor(s)*  
**3419 Virginia Beach Blvd., #236**  
**Virginia Beach, VA 23452**  
*Address of attorney [or pro se debtor]*

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on this November 8, 2011 .

/s/ John G. Merna

**John G. Merna 33812**

*Signature of attorney for debtor(s)*

United States Bankruptcy Court  
Eastern District of Virginia

In re **Ronald Earl Bess**  
**Lynda McDowell Bess**

Debtor(s)

Case No. **11-73328-FJS**  
Chapter **13**

**SPECIAL NOTICE TO SECURED CREDITOR**

To: **Specialized, Inc. of Virginia**  
**722 East Market Street**  
**Suite 200**  
**Leesburg, VA 20176**  
*Name of creditor*

*Description of collateral*

1. The attached chapter 13 plan filed by the debtor(s) proposes (*check one*):

- ☒ To value your collateral. ***See Section 3 of the plan.*** Your lien will be limited to the value of the collateral, and any amount you are owed above the value of the collateral will be treated as an unsecured claim.
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**Ronald Earl Bess**  
**Lynda McDowell Bess**  
*Name(s) of debtor(s)*

By: **/s/ John G. Merna**  
**John G. Merna 33812**  
*Signature*

☒ Debtor(s)' Attorney  
☐ Pro se debtor

**John G. Merna 33812**  
*Name of attorney for debtor(s)*  
**3419 Virginia Beach Blvd., #236**  
**Virginia Beach, VA 23452**  
*Address of attorney [or pro se debtor]*

Tel. # **(757)340-4895**  
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☐ certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

on this November 8, 2011 .

/s/ John G. Merna

**John G. Merna 33812**

*Signature of attorney for debtor(s)*

**United States Bankruptcy Court**  
**Eastern District of Virginia**

In re **Ronald Earl Bess**  
**Lynda McDowell Bess**

Debtor(s)

Case No. **11-73328-FJS**

Chapter **13**

**DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)**

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor(s) and that compensation paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept .....	\$	<b>3,000.00</b>
Prior to the filing of this statement I have received .....	\$	<b>1,375.00</b>
Balance Due .....	\$	<b>1,625.00</b>

2. The source of the compensation paid to me was:

☒ Debtor ☐ Other (*specify*)

3. The source of compensation to be paid to me is:

☒ Debtor ☐ Other (*specify*)

4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:
- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
  - b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
  - c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
  - d. Other provisions as needed:

6. By agreement with the debtor(s), the above-disclosed fee does not include the following services:

**Representation of the debtor(s) in any dischargeability actions, judicial lien avoidances, relief from stay actions or any other adversary proceeding. Additionally, the fee does not include charges related to the preparation, delivery and recording of a homestead deed.**

**Disclosure of additional fees:**

**\$55 for credit reports per debtor (if requested).**

**Chapter 7 Cases (if applicable):**

**\$125 for preparation and recording of homestead deed.**

**Chapter 13 Cases:**

**Merna Law Group may charge up to \$300 administrative costs including but not limited to copying, mailing and service costs. A breakdown of these costs shall be provided to the Chapter 13 Trustee prior to confirmation and these costs shall be paid by the Chapter 13 Trustee from the debtor(s)'s Chapter 13 Plan payments.**

**CERTIFICATION**

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

**November 8, 2011***Date***/s/ John G. Merna****John G. Merna 33812***Signature of Attorney***The Merna Law Group, P.C.***Name of Law Firm***3419 Virginia Beach Blvd., #236****Virginia Beach, VA 23452****(757)340-4895 Fax: (757)340-4894**

***For use in Chapter 13 Cases where Fees Requested Not in Excess of \$3,000***

***(For all Cases Filed on or after 10/17/2005)***

**NOTICE TO DEBTOR(S) AND STANDING TRUSTEE  
PURSUANT TO INTERIM PROCEDURE 2016-1(C)(7)**

Notice is hereby given that pursuant to Local Bankruptcy Rule 2016-1(C)(7)(a), you have ten (10) business days from the meeting of creditors in this case in which to file an objection with the court to the fees requested in this disclosure of compensation opposing said fees in their entirety, or in a specific amount.

**PROOF OF SERVICE**

The undersigned hereby certifies that on this date the foregoing Notice was served upon the debtor(s), the standing Chapter 13 Trustee, and U. S. Trustee pursuant to Interim Procedure 2016-1(C)(7)(a) and Local Bankruptcy Rule 2002-1(D)(1)(f), by first-class mail or electronically.

**November 8, 2011***Date***/s/ John G. Merna****John G. Merna 33812***Signature of Attorney*